

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF GEORGIA
AUGUSTA DIVISION

IN RE:)	
)	
NAYNA PATEL and VINOD PATEL,)	CHAPTER 13 PROCEEDING
)	CASE NO: 16-11274-SDB
Debtors.)	ADVERSARY CASE NO. 16-01032
)	

**MOTION FOR FINAL APPROVAL OF U.S. SMALL BUSINESS
ADMINISTRATION OFFER-IN COMPROMISE**

NOW COME NAYNA PATEL and VINOD PATEL, debtors in the above-referenced matter ("Debtors"), and file this Motion for Final Approval of an SBA Offer-in-Compromise, and state as follows:

1. On or about October 13, 2006, Dhara & Vikas, LLC d/b/a Country Hearth Inn ("DV") entered into US Small Business Administration ("SBA") Loan Agreement # GP 23756160-10 CHAR with Business Loan Center, LLC (the "SBA Loan") which funded the startup of a Hotel in Charlotte, NC (the "Hotel"). See Claim No. 4.
2. Debtor, Nayna Patel, was the management member of DV, and the SBA and/or Business Loan Center, LLC ("BLC") required that both Nayna Patel and Vinod Patel sign personal guarantees on the SBA Loan. See Claim No. 4.
3. Upon information and belief, on December 3, 2012, BLC assigned the SBA Loan to BLC Funding, LLC ("BLC Funding"). See Claim No. 4.
4. Upon information and belief, subsequently on December 3, 2012, BLC Funding assigned the SBA Loan to U.S. National Bank Association, as successor trustee to Bank of America, N.A., successor by merger to LaSalle Bank National Association, as Indenture Trustee under certain Second Amended and Restated Indenture dated as of February 4, 2005 as the same

may be amended from time to time, for the benefit of the SBA and holders of the BLX Funding Trust I Notes, as their interests may appear subject to a Second Amended and Restated Multi-Party Agreement dated February 4, 2005 (“U.S. National Bank”). See Claim No. 4.

5. Due to a poor economy, crime surrounding the area where the Hotel was located, and poor management by non-parties to this matter, the SBA Loan went into default.

6. Debtors attempted to work with U.S. National Bank on the defaulted SBA Loan and ultimately entered into a short sale agreement of the real property where the Hotel was located, and after the liquidation of the real estate collateral, there remained a large deficiency balance left owing on the SBA Loan (the “Deficiency Balance”).

7. Upon information and belief, U.S. National Bank sued Debtors for the Deficiency Balance in a state court in North Carolina and received a judgment (the “NC Judgment”).

8. U.S. National Bank then domesticated the NC Judgment in Columbia County, GA Superior Court (Civil Action No. 2016-CV-0130) and the Judgment was signed by the Court on April 13, 2016 (the “Judgment”). See Claim No. 4.

9. On or about June 8, 2016, U.S. National Bank assigned the Judgment to BLC.

10. On June 20, 2016, a Writ of Fieri Facias in favor of U.S. National Bank/BLC (collectively “Creditor”) was recorded at Book 10400 and page 148 in the Superior Court of Columbia County (the “Judgment Lien”).

11. On or about July 26, 2016, Debtors received a letter concerning the “SBA Offer-in-Compromise Process” from Creditor.

12. On September 15, 2016, Debtors filed for Chapter 13 bankruptcy protection.

13. On September 20, 2016, Debtors filed Adversary Proceeding No. 16-01032-SDB in this Court seeking to avoid Creditor's Judgment Lien pursuant to 11 U.S.C. Section 547 (the "Adversary Proceeding").

14. On October 2, 2017, Debtors submitted an amended Offer-in-Compromise proposing to pay Creditor: (1) \$30,000.00; (2) \$21,500.00 within thirty days of the \$30,000.00 and after Debtors selling their 2007 Lexus EX 350 and 2007 Toyota Tundra. Said payments of \$30,000.00 and \$21,500.00 will both be remitted to Creditor through the Chapter 13 Trustee with the requisite commission being deducted; and (3) the Creditor will receive any excess funds from Debtors' monthly payments after the claims of all unsecured creditors are paid in full.

15. This Court preliminarily approved Debtors' amended Offer-in-Compromise with consent of Chapter 13 Trustee and no opposition from the Creditor. Docket. No. 79.

16. Creditor has now considered and evaluated Debtors' Offer-in-Compromise and accepted the same.

17. Debtors show that all claims outside of Creditor's, are or have been paid in full.

18. The Offer-in-Compromise is fair and reasonable and in the best interest of Debtors, personally, and of the Debtors' bankruptcy estate.


19. Should this Offer-in-Compromise be approved by the Court, Debtors will dismiss Adversary Proceeding #16-01032-SDB filed against Creditor with prejudice.

20. As reflected by the Consent attached to this Motion hereto, the Debtors, BLC and the Chapter 13 Trustee all consent to the granting of the relief as requested in this Motion.

WHEREFORE, the undersigned respectfully prays as follows:

- (a) That this Court issue an order approving the Offer-in-Compromise; and
- (b) That such other and further relief as the Court deems necessary and proper.

This 21st day of September, 2018.



/S/ Charles W. Wills
Charles W. Wills
Attorney for Debtor
Georgia Bar No.: 254329

WILLS LAW FIRM, LLC
P.O. Box 1620
Thomson, GA 30824
706-595-8100
706-595-9034 (Fax)

CERTIFICATE OF SERVICE


This is to certify that I have this day served a copy of the within and foregoing
“**MOTION FOR FINAL APPROVAL OF U.S. SMALL BUSINESS ADMINISTRATION
OFFER-IN-COMPROMISE**” upon all parties listed below either electronically or by placing a
copy of the same in the United States Mail, postage prepaid and properly addressed as follows:

**Huon Le
Chapter 13 Trustee
[VIA ECF]**

**Nathan Huff
Attorney for Business Loan Center, LLC
[VIA ECF]**

SEE MAILING MATRIX ATTACHED AS EXHIBIT “A”

This 21st day of September, 2018.


/s/ Charles W. Wills
Charles W. Wills

WILLS LAW FIRM, LLC
P.O. Box 1620
Thomson, GA 30824
706-595-8100
706-595-9034 (Fax)

Label Matrix for local noticing
113J-1
Case 16-11274-SDB
Southern District of Georgia
Augusta
Fri Sep 21 16:25:28 EDT 2018

American Express Bank FSB
c/o Becket and Lee LLP
PO Box 3001
Malvern PA 19355-0701

Randy Erwin Berlew
Stern & Eisenberg Souther, P.C.
1709 Devonshire Drive
Columbia, SC 29204-2404

Ciena Capital, LLC
c/o James T. Werther, VP
5 Independence Pointe, Suite 140
Greenville SC 29615-4538

~~Nathan Edward Huff~~
~~Cleary, West & Hawkins, LLP~~
~~1223 George C. Wilson Drive~~
~~Augusta, GA 30909-4502~~

(via CMIECF)

NATIONWIDE RECOVERY SERVICES
545 INMAN STREET
Cleveland TN 37311

Vinod Patel
3039 Washington Road
Augusta, GA 30907-3829

Quicken Loans Inc.
Stern & Eisenberg Southern, PC
1709 Devonshire Drive
Columbia, SC 29204-2404

SYNCB/SAMS CLUB DUAL CARD
PO BOX 965036
Orlando FL 32896-5036

Synchrony Bank
c/o Recovery Management Systems Corp
25 SE 2nd Avenue, Suite 1120
Miami, FL 33131-1605

ALMA EXCHANGE BANK & TRUST
PO BOX 1988
Alma GA 31510-0988

American Express Centurion Bank
c/o Becket and Lee LLP
PO Box 3001
Malvern PA 19355-0701

~~Business Loan Center, LLC~~
~~c/o Law Office of Nathan E. Huff~~
~~228 Baston Road~~
~~Augusta, GA 30907-1922~~

(via CMIECF)

(p)DISCOVER FINANCIAL SERVICES LLC
PO BOX 3025
NEW ALBANY OH 43054-3025

~~Huon Le~~
~~P.O. Box 2127~~
~~Augusta, GA 30903-2127~~

(via CMIECF)

Wendy Anne Owens
Law Office of Wendy A. Owens, P.C.
111 E. Oglethorpe Avenue
Savannah, GA 31401-3708

Physicians Practice Group
c/o NRS
P.O. Box 8005
Cleveland, TN 37320-8005

Quicken Loans Inc.
635 Woodward Avenue
Detroit, MI 48226-3408

SYNCB/TJX COS DC
PO BOX 965005
Orlando FL 32896-5005

Synchrony Bank c/o Recovery Management System
25 S.E. 2nd Avenue, Suite 1120
Miami, FL 33131-1605

American Express
PO Box 981537
El Paso TX 79998-1537

(p)BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238

CREDIT MANAGEMENT
4200 INTERNATIONAL PKWY
Carrollton TX 75007-1912

Great Lakes
2401 International Lane
Madison WI 53704-3192

Macys
PO Box 8218
Mason OH 45040-8218

Nayna Patel
3039 Washington Road
Augusta, GA 30907-3829

Quicken Loans
P.O. Box 6577
Carol Stream IL 60197-6577

SUNTRUST
PO BOX 85526
Richmond VA 23285-5526

Dennis J. Strickland Sr.
Strickland and Garmon
P. O. Box 1592
Waycross, GA 31502-1592

U.S. Bank National Association, et al
c/o Chester Jennings & Smith, LLC
2882 Church Street
Atlanta GA 30344-3254

EXHIBIT
"A"

University Health Care System
620 13th Street
Augusta GA 30901-1008

~~Charles W. Wills
Wills Law Firm, LLC
P.O. Box 1620
318 Jackson Street
Thomson, GA 30824-2901~~

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Bank of America
PO Box 982235
El Paso TX 79998-2235

DISCOVER FINANCIAL SERVICES
PO BOX 15316
Wilmington DE 19850

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)Alma Exchange Bank and Trust
P.O. Box 1988
Alma, GA 31510-0988

(u)Business Loan Center, LLC as successor in

End of Label Matrix	
Mailable recipients	31
Bypassed recipients	2
Total	33

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF GEORGIA
AUGUSTA DIVISION

IN RE:

NAYNA PATEL and VINOD PATEL,

Debtors.

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CHAPTER 13 PROCEEDING

CASE NO: 16-11274-SDB

ADVERSARY CASE NO. 16-01032

**ORDER ON MOTION FOR FINAL APPROVAL OF U.S. SMALL BUSINESS
ADMINISTRATION OFFER-IN-COMPROMISE**

Debtors have filed a motion final approval of its offer-in-compromise with the Creditor, Business Loan Center, LLC (the "SBA Creditor"), holding Claim No. 4 upon the following terms: (1) Debtors will pay Creditor \$30,000.00 in cash; and (2) Debtors will sell their 2007 Lexus EX 350 and 2007 Toyota Tundra and/or remit \$21,500.00 to the SBA Creditor. Both of said payments will be remitted to the SBA Creditor through the Chapter 13 Trustee with the requisite commission being deducted, and will then be remitted to the SBA Creditor in accordance with standard procedure, but no later than 60 days after the moneys are remitted to the Chapter 13 Trustee; (3) the SBA Creditor will receive any excess funds from Debtors' monthly payments after the claims of all unsecured creditors are paid in full; (4) the term of Debtors' confirmed plan shall remain at 60 months; and (5) Debtors' plan is modified to provide that the SBA Creditor's claim will be paid by the Trustee rather than directly by Debtors.

Debtors' Motion having been considered and it appearing to the Court that the Offer-in-Compromise is in the best interest of Debtors and Debtors' Estate,

Debtors Motion for Final Approval of U.S. Small Business Administration Offer-in-Compromise as stated above is GRANTED.

[END OF DOCUMENT]

Presented by:

/s/ Charles W. Wills

Charles W. Wills
Attorney for Debtors
PO Box 1620
Thomson, GA 30824
(t) 706-595-8100

Consented to By:


Jane E. Miller
Attorney for the Chapter 13 Trustee

Attorney for Chapter 13
Trustee Huon Le
GA. Bar No. 256304
Consented to By:

/s/ Nathan E. Huff

Nathan E. Huff
Attorney for U.S. National Bank and
Business Loan Center
Cleary, West and Hawkins, LLP
1223 George C. Wilson Dr.
Augusta, GA 30909
706-860-9995